

KNOW ALL MEN BY THESE PRESENTS, That we, James C. Gooden and Rachel A. Gooden, husband and wife

hereinafter called the grantor, in consideration of Ten Dollars and other valuable consideration

to grantor paid by Warren E. Wollitz and Zita Wollitz, husband and wife

hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Columbia and State of Oregon, described as follows, to-wit:

Beginning at a point where the North and South center line of Section 15, Township 7 North, Range 3 West, Willamette Meridian, Columbia County, Oregon, intersects the South line of the right of way of the old Columbia River Highway; thence South to the center of Beaver Creek; thence following the center of Beaver Creek Westerly to a point 208.7 feet East of the West line of the Southeast quarter of Northeast quarter of Northwest quarter of said Section 15; thence North to the North line of said Southeast quarter of Northeast quarter of the Northwest quarter of Section 15; thence East 250 feet; thence North to the South line of the old Columbia River Highway; thence Southeasterly along the South line of said highway to the place of beginning. Subject to: Easement granted to Inland Power and Light Company by instrument recorded February 10, 1931 in Book 52, page 316, Deed Records, except public roads and highways,

To Have and to Hold the above described and granted premises unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances save and except 1966-1967 taxes

and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, save as above set forth.

In construing this deed and where the context so requires, the singular includes the plural. WITNESS grantor's hand and seal this 5th day of August, 1966.



James C. Gooden (SEAL)
Rachel A. Gooden (SEAL)
(SEAL)

STATE OF OREGON, County of Columbia,) ss. August 5th, 1966

Personally appeared the above named James C. Gooden and Rachel A. Gooden

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Marie Walker Hoff
Notary Public for Oregon
My commission expires 11-4-1968

(OFFICIAL SEAL)

WARRANTY DEED

TO
AFTER RECORDING RETURN TO

Warren E. Wollitz
19935 Covello St.,
Conaga Park, California

DO NOT USE THIS SPACE RESERVED FOR RECORDING LABEL IN COUNTY WHERE USED.

STATE OF OREGON,) ss.

County of Columbia

I certify that the within instrument was received for record on the 9th day of August, 1966, at 10:50 o'clock A.M., and recorded in book 162 on page 460 Record of Deeds of said County.

Witness my hand and seal of County affixed.

Roy A. Nelson
County Clerk—Recorder.
By Deputy.

No. 15527

LAND SALE CONTRACT

BOOK 167 PAGE 22

THIS CONTRACT between Riley O. Guisinger and Elsie L. Guisinger, husband and wife, of Route 1, Box 438, Rainier, Oregon, as Sellers, and Warren E. Wollitz and Zita Wollitz, husband and wife, of 19935 Covello Street, Canoga Park, California, as Buyers.

WITNESSETH: Sellers agree to sell to Buyers, and Buyers agree to buy from Sellers the following described real property, with tenements, hereditaments and appurtenances, located in Columbia County, Oregon, to-wit:

The legal description of the land is hereto attached, marked, 'Exhibit "A"', and by this reference incorporated herein and made a part hereof.

PRICE AND TERMS. The price which the Buyers will pay for said real property is the sum of One Thousand Five Hundred and no/100 (\$1,500.00) Dollars, on account of which they have paid Two Hundred Fifty and no/100 (\$250.00) Dollars, receipt of which is hereby acknowledged, leaving a balance of One Thousand Two Hundred Fifty and no/100 (\$1,250.00) Dollars. Said balance will be paid as follows: Two Hundred Fifty and no/100 (\$250.00) Dollars, plus accrued interest, on or before December 15, 1967, and thereafter at least Five Hundred and no/100 (\$500.00) per year, plus accrued interest, with the first (1st) payment to be made on January 5, 1968 and a like payment on the fifth (5th) day of January annually each year thereafter until the purchase price and interest are paid in full.

EXPENSES OF THIS TRANSACTION. The parties hereto agree that they will pay the cost of the title insurance policy and the legal fees involved in this transaction, and they will pay said expenses equally.

POSSESSION OF PROPERTY. Buyers are entitled to possession of the property at once.

PAYMENT OF TAXES AND ASSESSMENTS. Taxes for the tax year 1967-68 will be pro-rated to-----September 20, 1967. The Buyers will pay their share of said taxes and all other taxes and assessments hereafter levied against said property promptly and before any part thereof is past due.

IMPROVEMENTS, ALTERATIONS AND REPAIRS. Buyers will not commit or allow any waste of the premises. The Buyers will keep the premises free of any mechanic's or other liens and will hold the Sellers forever harmless from any and all costs, including attorneys' fees in defending against any such liens.

FIRE INSURANCE. There are no insurable buildings on the property at this time. Any buildings hereafter placed on the property will be insured against loss or damage by fire, with extended coverage, with loss payable to the parties as their interests appear for their reasonable insurable value in a company or companies agreeable to the Sellers, and all policies of insurance shall be delivered to the Sellers as soon as issued.

DEED AND TITLE INSURANCE. When the Buyers have paid the purchase price in full, plus interest, and have otherwise performed this contract, Sellers will deliver to the Buyers a warranty deed conveying them title to said property in fee simple, free of encumbrances, subject to the matters herein set forth, and subject to any encumbrances suffered or created by the Buyers. Sellers will also within thirty (30) days from the date hereof furnish the Buyers a Purchasers' Title Insurance Policy in the amount of \$1,500.00, insuring marketable title in the Sellers, subject to the aforesaid matters and subject to the usual printed exceptions in such title insurance policies.

REMEDIES OF THE SELLERS. If the Buyers fail to make any payments provided in this contract other than the payments on the purchase price, the Sellers may make such payments and apply the sums so expended to the balance owing on the purchase price, and the same shall bear interest at the rate provided for herein, all without prejudice to any other remedies available to the Sellers. Time is of the essence of this contract. If Buyers fail to make any of the payments on the purchase price or interest provided for herein within thirty (30) days of the time limited therefor, or if they fail to perform any other condition or covenant by them to be performed as provided herein, then in any of such events the Sellers shall at their option have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases possession of the premises above described and all other rights acquired by the Buyers hereunder shall cease and determine completely, and the right to the possession of the premises and all other rights acquired by Buyers hereunder shall revert to and revert in the Sellers, without the right of Buyers for any reimbursement for payments made, improvements made or for any other reason. In the event of such suit to foreclose this contract, the Sellers shall have the right to immediate possession of the premises upon filing their complaint; in the event of a declaration of forfeiture the right to possession of the premises vests in Sellers upon the declaration is made. Provided that Buyers shall not be deemed in default for failure to perform any covenant or condition of this contract other than failure to make payments on the purchase price as provided for herein until notice of said default has been given by the Sellers to the Buyers, and Buyers have failed to remedy said default within ten (10) days after the giving of the notice. Notice for this purpose shall be deemed to have been given by the deposit in the mail of a letter containing said notice and addressed to either of the Buyers or to both of them at their last known address. In the event of suit to foreclose this contract, clear the title of any cloud created hereby, to collect any part of the purchase price, or for

any reason, the Buyers promise and agree to pay a reasonable sum for attorneys' fees to be fixed by the trial court in addition to costs and disbursements provided by statute, and if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court as reasonable attorneys' fees in the appellate court.

WAIVER. Failure by Sellers at any time to require performance by Buyers of any of the provisions hereof shall in no way affect Sellers' right hereunder to enforce the same, nor shall any waiver by Sellers of any breach hereof be held to be a waiver of any succeeding breach, or a waiver of this non-waiver clause.

SUCCESSOR INTERESTS. The covenants, conditions and terms of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors and assigns of the parties hereto.

PERSONAL PROPERTY. No personal property is included in this contract.

SURVIVOR RIGHTS. The interest of Sellers in this contract and the payments to be made and the land is with the right of survivorship; that is, on the death of either of them the survivor of them is the sole owner of their interests therein, and the interest of the Buyers is as tenants by the entirety; that is, on the death of either of them, the survivor of them shall be the sole owner of their interests therein.

REPRESENTATIONS. Buyers certify that this contract of purchase is accepted and executed on the basis of their own examination and personal knowledge of the premises and opinion of the value thereof; that no attempt has been made to influence their judgment; that no representations as to the condition or repair of said premises have been made by Sellers or by any agent of Sellers; that no agreement or promise to alter, repair or improve said premises has been made by Sellers or by any agent of Sellers; and that Buyers take said property and the improvements thereon in the condition existing at the time of this agreement.

Witness our hands and seals on this 10 day of October, 1967.

Riley O. Guisinger (SEAL)
Elsie L. Guisinger (SEAL)
Sellers

Warren M. Wollitz (SEAL)
Zita Wollitz (SEAL)
Buyers

STATE OF OREGON)
County of Columbia) SS.

October 20th, 1967. Personally appeared the within named Riley O. Guisinger and Elsie L. Guisinger, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed, before me:

Paul J. Jones
Notary Public For Oregon
My Commission expires: 4/4/1967

STATE OF CALIFORNIA)
County of Los Angeles) SS.

October 10, 1967. Personally appeared the within named Warren M. Wollitz and Zita Wollitz, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Jennie Stabile
Notary Public For California
My Commission expires:

JENNIE STABILE - Notary Public - Cal.
1966 - Exp. NOV. 8, 1970 - LOS ANGELES CO.
1415 Sherman Way, Canoga Park, Calif. 91303

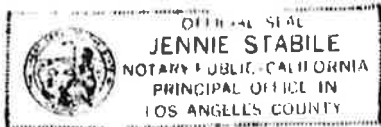


EXHIBIT "A"

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All that part of the East half of the Northeast quarter of the Northwest quarter of Section 15, Township 7 North, Range 3 West, Willamette Meridian, lying North of the center of Beaver Creek and lying South of the South right of way line of U. S. Highway No. 30 as relocated.

EXCEPTING THEREFROM that portion thereof, if any, that lies within the bounds of the tract conveyed by Alma O. J. Lambert to H. C. Smelcer by deed recorded September 8, 1928 in Book 46, Page 204, Deed Records.

SUBJECT TO:

1. Easement for electric transmission line etc. as granted by F. E. Sater to Inland Power & Light Company by instrument recorded February 10, 1931 in book 52, page 316, deed records.
2. Perpetual easement for public utilities as granted by H. N. Riggs to The Pacific Telephone and Telegraph Company by instrument recorded September 28, 1940 in book 66, page 620, deed records. (Affects NE 1/4 of NE 1/4 of NW 1/4)
3. Easements of record.
4. Mineral reservations in deed from Columbia County to Benjamin H. Sater and Lola B. Sater recorded July 27, 1942 in Book 70, page 464, deed records. (affects land in SE 1/4 of NE 1/4 of NW 1/4).
5. There is no access from said property to the State Highway or any public road.

5572

STATE OF OREGON
COLUMBIA COUNTY
RECORDED OR FILED

OCT 23 3 10 PM '67

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ROY A. NELSON CO CLK
BY *[Signature]* DEP.